

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re Terrorist Attacks on September 11, 2001

03 MDL 1570 (GBD) (SN)  
ECF Case

This document relates to:

*All Actions*

I, Steven R. Pounian, pursuant to 28 U.S.C. §1746, hereby declare under penalty of perjury the following:

1. I am an attorney duly admitted to practice before this Court, of counsel at Kreindler & Kreindler LLP and represent the Plaintiffs in the above-referenced matter. I submit this declaration in opposition to the Kingdom's November 11 motion seeking additional discovery information from Kreindler & Kreindler.

2. Attached hereto as Exhibit A is a true and correct copy of my July 2021 personal cell phone bill, redacted for privacy and work product. The final four digits of Mr. Kreindler's phone number are "1426".

3. On July 22, 2021, I received a call from Jim Kreindler's phone at 9:18 a.m. for 45 minutes. Jim Kreindler conferenced me in to join his call with John Fawcett, and I participated in the call that day with them. As my phone bill also reflects, I participated in another conference call with Jim Kreindler and John Fawcett later that day at 12:56 p.m. for 5 minutes.

4. I recall that we discussed several matters during the calls that day. One item was the recent indictment of Thomas Barrack and what comment, if any, we might want to make in response to press inquiries about the indictment (including an inquiry I received that morning). A

second matter was a proposed motion to lift restrictions imposed under the MDL and FBI protective orders. A third matter concerned our ongoing work with experts and their reports. A fourth item was that I would coordinate with the PECs concerning our response to the email received the evening before from Saudi Arabia's counsel, Gregory Rapawy.

5. I can attest with 100% certainty that during the calls we did not discuss John Fawcett's leak of the Jarrah deposition in any way, shape, or form. I know this because I know for a fact that the first time I ever heard that John Fawcett was the source of the leak was on September 27, 2021, as I have testified and explained before.

Dated: New York, New York  
November 16, 2021

/s/ Steven Pounian  
Steven R. Pounian

# EXHIBIT A

PO BOX 489  
NEWARK, NJ 07101-0489

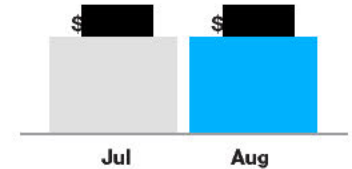
KEYLINE  
|||||

STEVEN POUNIAN  
|||

**Billing period**  
Jul 14, 2021 - Aug 13, 2021

**Account number**  
|||

**Invoice number**  
|||



**Your August bill is \$|||**

It's due on Sep 5, 2021. You have Auto Pay scheduled for Sep 2, 2021.

Your August bill total is the same as last month's. Your August bill of \$||| is due on Sep 5, 2021. You can see a full breakdown of all this month's charges on [go.vzw.com/mybill](http://go.vzw.com/mybill).

## Good to know

### Check your online bill for all surcharges, taxes and gov fees

The total amount due for this month includes surcharges of **\$3.32** and taxes and gov fees of **\$2.34**. For an itemized list of taxes, fees and surcharges visit [go.vzw.com/mybill](http://go.vzw.com/mybill).

### Surcharges

These cover the costs that are billed to us by federal, state or local governments so we can continue to provide you with the best service. See the full breakdown on [go.vzw.com/mybill](http://go.vzw.com/mybill).

### Taxes and gov fees

We are required by law to collect these charges, which are based on your service address. You can update your service address on [go.vzw.com/changeaddress](http://go.vzw.com/changeaddress).

Steven Pounian \$|||

## Balance forward from last bill

Previous balance (through Jul 13)	\$
Payment received - Thank you (Aug 2)	\$
<b>Total balance forward</b>	<b>\$0.00</b>

**Billing period**

Jul 14, 2021 - Aug 13, 2021

**Account number**

[REDACTED]

**Understand your bill**

**Late fee**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of \$5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

**Billing period**  
Jul 14, 2021 - Aug 13, 2021

**Account number**  
[REDACTED]

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**Account Charges** **\$0.00**

You'll be charged a late fee when you don't pay your bill on time. The amount is the greater of \$5 or 1.5% of the unpaid balance, or as allowed by law in the state of your billing address.

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**Steven Pounian** **\$ [REDACTED]**

[REDACTED]

**iPhone XS**

Save \$10 on your GET MORE UNLIMITED 5G UW plan every month when you enroll in Auto Pay (using checking account or debit card) and paper-free billing. Enroll on the My Verizon app, or at [go.vzw.com/gopaperfree](http://go.vzw.com/gopaperfree).

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**Monthly charges and credits** **\$ [REDACTED]**

Get More Unlimited 5G UW (Aug 14 - Sep 13) **\$ [REDACTED]**

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**Surcharges** **\$3.32**

Fed Universal Service Charge	\$0.85
Regulatory Charge	\$0.21
Administrative Charge	\$1.95
Gross Receipts Surchg	\$0.31

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**Taxes and gov fees** **\$2.34**

Public Safety Comm Surchg	\$1.20
Local Pub Safety Com Surchg	\$0.30
State Sales Tax-Telecom	\$0.42
Sales Tax-Telecom	\$0.42

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**Your bill this month** **\$ [REDACTED]**

Account number

# Steven Pounian

## iPhone XS

## Talk activity

4

Account number

# Steven Pounian

## iPhone XS

## Talk activity (cont.)

[illegible]



Account number

# Steven Pounian

## iPhone XS

## Talk activity (cont.)

[illegible]

Account number

# Steven Pounian

## iPhone XS

## Talk activity (cont.)

[illegible]

Account number

## iPhone XS

Date	Time	Number	Origination	Destination	Min.	Airtime Charges	LD/Other Charges	Total

Account number

## iPhone XS

[illegible]

Account number

## iPhone XS

[illegible]



Billing period

Jul 14, 2021 - Aug 13, 2021

Account number

# Steven Pounian

iPhone XS

## Talk activity (cont.)

Date	Time	Number	Origination	Destination	Min.	Airtime Charges	LD/Other Charges	Total



Billing period

Jul 14, 2021 - Aug 13, 2021

Account number

## Additional information

### Customer Proprietary Network Information (CPNI)

CPNI is information made available to us solely by virtue of our relationship with you that relates to the type, quantity, destination, technical configuration, location, and amount of use of the telecommunications and interconnected VoIP services you purchase from us, as well as related billing information. The protection of your information is important to us, and you have a right, and we have a duty, under federal law, to protect the confidentiality of your CPNI.

We may use and share your CPNI among our affiliates and agents to offer you services that are different from the services you currently purchase from us. Verizon offers a full range of services, such as television, telematics, high-speed Internet, video, and local and long distance services. Visit [Verizon.com](http://Verizon.com) for more information on our services and companies.

If you don't want your CPNI used for the marketing purposes described above, please notify us by phone any time at 800.333.9956 or online at [vzw.com/myprivacy](http://vzw.com/myprivacy).

Unless you notify us in one of these ways, we may use your CPNI as described above beginning 30 days after the first time we notify you of this CPNI policy. Your choice will remain valid until you notify us that you wish to change your selection. Your decision about use of your CPNI will not affect the provision of any services you currently have with us.

Note: This CPNI notice does not apply to residents of the state of Arizona.

### Explanation of Surcharges

Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including: charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; fees and assessments on our network facilities and services; property taxes; and the costs we incur responding to regulatory obligations. **Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.**

### Bankruptcy Information

If you are or were in bankruptcy, this bill may include amounts for pre-bankruptcy charges. You should not pay pre-bankruptcy amounts; they are for your information only. In the event Verizon receives notice of a bankruptcy filing, pre-bankruptcy charges will be adjusted in future invoices. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

### More On Wireless Taxes And Surcharges

Your total charges for this month's bill cycle are \$105.66. This includes charges for one or more bundled Verizon service plans that include voice, messaging, data, or other services for which you pay a monthly plan charge. This bill cycle, your fixed monthly plan charges were \$100.00 (before applying any discounts or credits, and excluding other charges such as overage, late payment, taxes, Verizon surcharges, and equipment). To accurately bill taxes and Verizon surcharges, we regularly look at past network usage by you and other customers with similar plans to allocate this fixed monthly plan charge among the services included in the bundle. In this bill cycle, we have allocated this amount as follows: \$6.03 for voice, \$1.22 for messaging, \$86.76 for data, and \$5.99 for other services. For more information, please go to [vzw.com/taxesandsurcharges](http://vzw.com/taxesandsurcharges).

### Service Plan Features & Services

If your service plan has optional features or services that are included as part of your monthly subscription, electing to activate these subscriptions may affect your surcharges, taxes and governmental fees, even though your plan monthly service price does not change. Examples of these features are Apple Music or the Disney bundle.

### Regulatory Charge Decrease

Effective September 1, 2021, the monthly Verizon Wireless Regulatory Charge for voice-capable devices will decrease from \$0.21 to \$0.16 per line. The charge for data-only devices remains at \$0.02. Please note that this is a Verizon Wireless charge, not a tax. This charge, and what's included, are subject to change from time to time. For further information regarding this charge, review the "Explanation of Surcharges" section of this bill, or consult your wireless service agreement.

### Returned Payments

If you pay your wireless bill by check and your check is returned by your bank for insufficient funds, Verizon Wireless may resubmit your check to your bank for payment from your checking account.



Billing period

Jul 14, 2021 - Aug 13, 2021

Account number

## Additional information

### Subject to Cancellation

Our records indicate your account is past due. Please send payment now to avoid service disruption. If you have already made your payment please disregard this message and thank you.

These new emergency measures are temporary; normal payment and collection practices will resume after the protections expire.

### Late Payment Information

A late payment charge applies for unpaid balances. The charge is the greater of \$5 or 1.5% per month, or as permitted by law. Failure to pay bills on time may result in negative credit reporting.

### Notice Provided to Residential and Small-Business Customers of Wireless Service

This notice is to make you aware of certain provisions of a new law affecting certain Verizon services, including your Verizon Wireless data service ("Service"). This law was enacted in response to the State Disaster Emergency declared by Governor Cuomo in response to the COVID-19 pandemic (the "Emergency"). The Emergency began on March 7, 2020, and was ended by an Executive Order on June 24, 2021.

Between May 11, 2021 through June 24, 2021, the law prevented your service from being terminated or disconnected for non-payment. If your service was inadvertently terminated or disconnected for non-payment during this period, we will restore the service at your request. You can request reconnection at 1-866-266-1445.

For a 180-day period after the end of the Emergency - that is, from June 25, 2021 through December 21, 2021 - we will not terminate or disconnect your service because of non-payment of past-due amounts, if you have experienced a change in financial circumstances due to the Emergency. You will need to contact us to let us know about your change in circumstances if you have not already done so. You can call us at 1-866-266-1445.

Further, in such cases you may enter into a Deferred Payment Agreement that will allow you to pay your past-due bills over time, without requiring a down payment, late fee, or penalties. Such an agreement can be tailored to reflect your ability to pay. Please contact us at 1-866-266-1445 to discuss the details of such an Agreement. You are not required to accept a Deferred Payment Agreement in order to be protected from disconnection or termination for non-payment.

These protections apply only to disconnection for non-payment. They do not protect customers from disconnection for other causes. Also, while your Service will not be disconnected for non-payment, premium features and/or levels of service may be subject to adjustment.





**Billing period**

Jul 14, 2021 - Aug 13, 2021

**Account number**

[REDACTED]

## You're all set.

### Pay in cash

Go to [vzw.com/stores](http://vzw.com/stores) to find a Verizon Wireless store near you or find a Check Free Pay or Western Union near you to make a cash payment. Go to [vzw.com/support/pay-bill-faqs/](http://vzw.com/support/pay-bill-faqs/) to learn more.

### Autopay scheduled

\$[REDACTED] will be charged to your credit card on September 2.

### My Verizon

Use the My Verizon app or download it at [go.vzw.com/mva](http://go.vzw.com/mva) to manage your account, pay your bill, check data usage, and much more.

### Gopaper-free

Enroll in paper-free billing; the easy, clutter-free way to manage and pay your bill. Enroll at [go.vzw.com/gopaperfree](http://go.vzw.com/gopaperfree).



STEVEN POUNIAN

[REDACTED]  
[REDACTED]

**Bill date**

August 13, 2021

**Account number**

[REDACTED]

**Invoice number**

[REDACTED]

### Total Amount Due

Will be submitted to credit card on 09/02/21  
DO NOT MAIL PAYMENT

\$ [REDACTED]

P.O. BOX 408  
NEWARK, NJ 07101-0408



42340059260108874971560000100000010566000000105664

Questions? Visit [go.vzw.com/contactus](http://go.vzw.com/contactus) or call 1.800.922.0204.

Change your address at [go.vzw.com/changeaddress](http://go.vzw.com/changeaddress)

**IMPORTANT INFORMATION:**

Many questions regarding billing can be resolved easily online or in the My Verizon App. Our customer service representatives are also available by phone, chat or in a retail store to assist you with billing questions or disputes. All written communication related to billing disputes and checks tendered as payment in full to a billing dispute must be sent to the below address. **This address should not be used for bill remit slips or payments, and general customer service questions sent to this address will not receive a response.**

Verizon Attn: Correspondence Team  
PO Box 15069  
Albany, NY 12212

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**Automatic Payment Enrollment for Account:** [REDACTED] **STEVEN POUNIAN**

By signing below, you authorize Verizon to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. You agree to receive all Auto Pay related communications electronically. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon. Check with your bank for any charges.

**1. Check this box.**

**2. Sign name in box below, as shown on the bill and date.**

**3. Return this slip with your payment. Do not send a voided check.**



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